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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

The Prudential Insurance Company of America;

Plaintiff

vs.

Jarom T. Boyes; Martha Ferguson; Geraldine Boyes;
the Estate of Elijah James Boyes; Caroline
Gudknecht; Reuel Gaspar; and S.M.B., a minor,

Defendants.

CASE NO.: 2:18-CV-315

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between the parties as follows:

That pursuant to FRCP 41(b)(2), Plaintiff The Prudential Insurance Company ("Prudential"), by and through its counsel Nicole True, Defendant/claimant Jarom T. Boyes, by and through his counsel E. Brent Bryson, Esq.; Defendant/claimant Martha Ferguson, by and through her counsel Richard Johnson, Esq. of the law office of Richard S. Johnson; Caroline Gudknecht, on behalf of the Estate of Elijah James Boyes; Shasara May Boyes (now a legal adult), formerly named as S.M.B, a minor; and Reuel Gaspar, in proper person, and files this stipulation and order to dismiss with prejudice their claims to any and all monies deposited with this Court, each party to bear their own attorney's fees and costs subject to the following:

1 IT IS FURTHER STIPULATED AND AGREED that Default Judgment should be entered
2 against the non-appearing Defendant, Geraldine Boyes;

3 IT IS FURTHER STIPULATED AND AGREED that Prudential should be dismissed from
4 this action, with prejudice and that all claims asserted or that could have been asserted by any party
5 against Prudential relating to Melissa Boyes' Servicemembers' Group Life Insurance ("SGLI")
6 coverage under the SGLI Plan (the "SGLI Coverage") and/or Jarom Boyes Family Servicemembers'
7 Group Life Insurance ("FSGLI") coverage under the SGLI Plan (the "FSGLI Coverage") and/or any
8 of the benefits previously due thereunder;
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10 IT IS FURTHER STIPULATED AND AGREED that Caroline Gudknecht, on behalf of the
11 Estate of Elijah James Boyes; Shasara May Boyes, formerly named as S.M.B, a minor, a minor,
12 hereby waive any claim to any insurance proceeds, including, but not limited to the \$100,000.00
13 Family Servicemembers Group Life Insurance (the "FSGLI Death Benefit") benefits due as a result
14 of the death of Melissa Boyes.
15

16 IT IS FURTHER STIPULATED AND AGREED that Reuel Gaspar, hereby waives any
17 claim to any insurance proceeds, including, but not limited to the \$100,000.00 "FSGLI Death
18 Benefit" due as a result of the death of Melissa Boyes.
19

20 IT IS FURTHER STIPULATED AND AGREED that Martha Ferguson, hereby waives any
21 claim to the \$100,000.00 "FSGLI Death Benefit" due as a result of the death of Melissa Boyes.
22

23 IT IS FURTHER STIPULATED AND AGREED that the \$100,000.00 "FSGLI Death
24 Benefit" be paid to Defendant/claimant Jarom T. Boyes, together with any applicable interest.

25 IT IS FURTHER STIPULATED AND AGREED that Martha Ferguson, hereby waives any
26 claim to the \$400,000.00 "SGLI Death Benefit" due as a result of the death of Melissa Boyes.
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1 IT IS FURTHER STIPULATED AND AGREED that the \$400,000.00 "SGLI Death
2 Benefit" be paid to Defendant/claimant Jarom T. Boyes, together with any applicable interest.

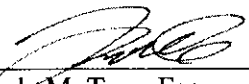
3 IT IS FURTHER STIPULATED AND AGREED that all monies deposited with this Court
4 be disbursed to Jarom T. Boyes and E. Brent Bryson, Esq., and placed in Mr. Bryson's client- trust
5 account, who will thereafter issue a check payable to "Martha Ferguson and Richard S. Johnson,
6 Ltd." in the amount of \$325,000.00, plus applicable interest.
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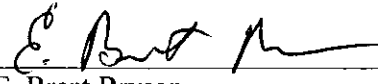
8 IT IS FURTHER STIPULATED AND AGREED that upon such distribution by the Clerk
9 of said proceeds previously placed on deposit to Jarom Boyes, this case shall be dismissed as to all
10 parties and claims, with prejudice, and without fees or costs to any party.
11

12 IT IS FURTHER STIPULATED AND AGREED by and between Martha Ferguson and
13 Jarom T. Boyes, that the payment of \$325,000.00 together with a pro-rata share of applicable
14 interest, is for the purpose of resolving the wrongful death action filed in the Eighth Judicial District
15 Court, Case No. A-15-716531-C.

16 DATED this 4th day of April, 2019.

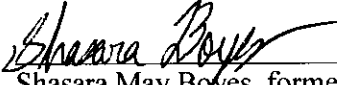
DATED this 11th day of April, 2019.

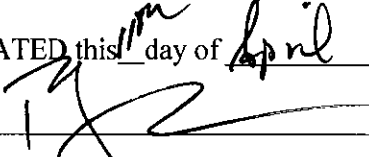
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18 
19 Nicole M. True, Esq.
20 Nevada Bar No. 12879
21 LEWIS ROCA ROTHGERBER CHRISTIE LLP
22 201 East Washington Street, Suite 1200
Phoenix, Arizona 85004-2595
Attorneys for Plaintiff


E. Brent Bryson
Nevada Bar No. 4933
7730 West Sahara Avenue, Suite 109
Las Vegas, NV 89117
Attorneys for Defendant Jarom Boyes

23 DATED this 1st day of April, 2019.

DATED this 1st day of April, 2019.

24 
25 Shasara May Boyes, formerly named as
26 "S.M.B. a minor"
27 2417 East Loper Street
28 Park City, KS 67219
Pro Se Defendant



Richard S. Johnson, Esq.
Law Office of Richard S. Johnson
Nevada Bar No. 6361
5542 So. Fort Apache Rd. \$120
Las Vegas, NV 89148

Attorneys for Defendant Martha Ferguson


DATED this ___ day of _____, 2019.

DATED this 9 day of April, 2019.

Reuel Boyes, erroneously named Reuel Gaspar
2417 East Loper Street
Park City, KS 67219
Pro Se Defendant


Estate of Elijah James Boyes
c/o Carolyn Gudknecht
2417 East Loper Street
Park City, KS 67219
Pro Se Defendant

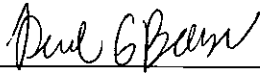
DATED this 9 day of April, 2019.


Carolyn Gudknecht
2417 East Loper Street
Park City, KS 67219
Pro Se Defendant

Attorneys for Defendant Martha Ferguson

DATED this 9 day of April, 2019.

DATED this ___ day of _____, 2019.



Reuel Boyes, erroneously named Reuel Gaspar
2417 East Loper Street
Park City, KS 67219
Pro Se Defendant

Estate of Elijah James Boyes
c/o Carolyn Gudknecht
2417 East Loper Street
Park City, KS 67219
Pro Se Defendant

DATED this ___ day of _____, 2019.

Carolyn Gudknecht
2417 East Loper Street
Park City, KS 67219
Pro Se Defendant

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Attorney for Defendant

6 **UNITED STATES DISTRICT COURT**

7 **DISTRICT OF NEVADA**

8 The Prudential Insurance Company of America;
9

10 Plaintiff

11 vs.

12 Jarom T. Boyes; Martha Ferguson; Geraldine Boyes;
13 the Estate of Elijah James Boyes; Caroline
Gudknecht; Reuel Gaspar; and S.M.B., a minor,

14 Defendants.
15

CASE NO.: 2:18-CV-315

16 **ORDER**

17 Based upon the stipulation by the parties Case No.: 2:18-cv-0315 the Court hereby
18 ORDERS the following:

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Default Judgment is
20 entered against Defendant Geraldine Boyes;

21 IT IS FURTHER ORDERED that Prudential is hereby discharged from any and all liability
22 to Defendants Jarom T. Boyes, Martha Ferguson, Geraldine Boyes, The Estate of Elijah James Boyes,
23 Caroline Gudknecht, Reuel Gaspar, and Shasara May Boyes (now a legal adult), formerly named as
24 S.M.B, a minor, (collectively, the "Adverse Claimants") relating in any way to Melissa Boyes'
25 Servicemembers' Group Life Insurance ("SGLI") coverage under group life insurance policy number
26 G-32000 (the "Plan"), which was issued by Prudential, through the Office of Servicemembers' Group
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1 Life Insurance ("OSGLI"), to the United States Department of Veterans Affairs pursuant to the SGLI
2 statute, 38 U.S.C. 1965 *et seq.*, and/or Jarom Boyes' Family SGLI ("FSGLI") coverage under the
3 Plan and/or the benefits due thereunder as a result of the death of Melissa Boyes (the "Death
4 Benefits"), which funds have been placed on deposit with the registry of the Court, together with
5 applicable interest ("Interpleader Funds");

6 IT IS FURTHER ORDERED that the Adverse Claimants are hereby permanently enjoined
7 from making any further actual or implied claims, demands and causes of action, asserted or
8 unasserted, express or implied, foreseen or unforeseen, real or imaginary, suspected or
9 unsuspected, known or unknown, liquidated or unliquidated, of any kind or nature or description
10 whatsoever, that the Adverse Claimants, jointly and severally, ever had, presently have, may have,
11 or claim or assert to have, or hereinafter have, may have, or claim or assert to have, against
12 Prudential with respect to the Death Benefits and/or the Plan and/or the Interpleader Funds. IT IS
13 FURTHER ORDERED Prudential is hereby dismissed from the above-captioned action with
14 prejudice, and any and all claims against Prudential relating to the Death Benefits and/or the Plan
15 and/ or the Interpleader Funds are hereby dismissed with prejudice.
16

17 IT IS FURTHER ORDERED that the \$100,000.00 insurance benefit from the Family
18 Servicemembers Group Life Insurance (the "FSGLI Death Benefit") be paid to Defendant/claimant
19 Jarom T. Boyes, together with any applicable interest.

20 IT IS FURTHER ORDERED that the \$400,000.00 insurance benefit from the
21 Servicemembers Group Life Insurance (the "SGLI Death Benefit") be paid to Defendant/claimant
22 Jarom T. Boyes, together with any applicable interest.

23 IT IS FURTHER ORDERED that all monies on deposit with this Court be disbursed to Jarom
24 T. Boyes and E. Brent Bryson, Esq., and placed in Mr. Bryson's client- trust account, who will
25 thereafter issue a check payable to "Martha Ferguson and Richard S. Johnson, Ltd." in the amount
26 of \$325,000.00, plus a pro-rata amount of applicable interest.
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1 IT IS FURTHER ORDERED that the payment of \$325,000.00 together with a pro-rata
2 amount of applicable interest, is for the purpose of resolving the wrongful death action filed in the
3 Eighth Judicial District Court, Case No. A-15-716531-C.

4 IT IS FURTHER ORDERED that, upon the Clerk's distribution as directed above, this
5 matter shall be dismissed in its entirety, each party to bear their own attorney's fees and costs.

6 DATED this 12th day of April, 2019. This ORDER shall be deemed a final
7 judgment in accordance with Fed. R. Civ. P. 54(b), there being no just reason for delay.
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11 RICHARD F. BOULWARE, II
12 UNITED STATES DISTRICT JUDGE
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